

FACIAL RECOGNITION PARTNERSHIP EXPANSION PROJECT
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU"), by and between Pinellas County Sheriff's Office, Florida (referred to herein as "PCSO") and the Florida Department of Law Enforcement (referred to herein as "FDLE"), sets out the terms and conditions for the initiation and operation of the Facial Recognition Partnership Expansion Project ("Partnership Project"), as a joint effort of the parties.

WHEREAS PCSO has implemented facial recognition technology in law enforcement and corrections by the establishment of the Facial Recognition Network ("FR-Net") which provides authorized users access to Facial Recognition search, demographic query, and face comparison tools; and

WHEREAS FDLE houses the Missing and Endangered Persons Information Clearinghouse Database ("MEPIC DB") and maintains Florida Sexual Predator and Offender Database ("SODB"), consisting of photos of persons and links to the database from which the photos were derived (MEPIC DB and SODB are collectively referred to as "Data"), and

WHEREAS the objectives of the Partnership Project are to share missing persons photos, photos of arrested persons, and other forensic photos of persons, and use the Facial Recognition ("FR") technology available to PCSO to identify and locate missing persons, and to accomplish or assist in other forensic identifications; and

WHEREAS, the Parties agree to work together in good faith to carry out the terms and conditions of this MOU and to do so in a timely manner.

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

1. Term

This MOU shall be effective on the date upon which it has been signed by both parties ("Effective Date"), and shall continue until terminated by either party pursuant to the procedures described in paragraph 5, below.

2. PCSO's Obligations

- A. To test and evaluate the Data to determine technical compatibility with the FR-Net architecture.
- B. To provide, at no cost to FDLE, the necessary access to allow FDLE to conduct FR searches using FR-Net.
- C. To enroll the Data into PCSO's Facial Recognition Network (FR-Net).
- D. To enroll FDLE's existing (legacy) Data into FR-Net.
- E. To enroll FDLE's current Data into FR-Net and to facilitate automated routine transfer of new FDLE Data.
- F. To provide a mechanism for automated removal or correction/updating of select Data, such as when it is in error, no longer serves a useful purpose or is associated with expunged criminal history information.

- G. To provide a mechanism for auditing of FDLE Data additions and deletions into FR-Net.
- H. To conduct a one-time, on-line, instructor-led, train-the-trainer style course for selected FDLE members in the use of FR-Net to enable FDLE to conduct FR searches, facial review and comparison.
- I. To notify FDLE promptly after an arrest(s) or recovery resulting from or related to the use of FDLE Data on FR-Net.

3. FDLE's Obligations

- A. To cooperate in good faith with PCSO to successfully implement the Partnership Project.
- B. To designate a Project Manager ("Contact Person") within 90 days of this MOU's Effective Date.
- C. To provide PCSO its existing (legacy) Data for enrollment into FR-Net, and to continue doing so as long as this MOU is in effect.
- D. To grant PCSO and participating federal, state and local law enforcement agencies access to the Data enrolled in FR-Net.
- E. To participate in project-related evaluations to determine the effectiveness of FR-Net.
- F. To notify PCSO promptly after an arrest(s) or recovery resulting from or related to the use of FR-Net.

4. Security, Dissemination and Validity of Data

- A. The parties to this MOU acknowledge that each has the sole responsibility and accountability for ensuring that no information entered into FR-Net was obtained in violation of any Federal, State, or local law applicable to the contributor and for ensuring compliance with all laws, regulations, policies, and procedures applicable to the party's entry and sharing of information into the FR-Net, to include, but not limited to, expunction or correction of criminal history information.
- B. Any release of information from the FR-Net should be made in conformance with the exemptions from dissemination imposed by Florida law. The parties to this MOU will not release information generated by another party without first consulting the originating (contributing) party to determine the current status of that information. Information which is exempt from disclosure by law may not be released without the permission of the originating party.
- C. The parties to this MOU recognize and acknowledge that any agency having custody of information remains responsible for responding to public records requests for that information in accordance with applicable law (specifically, Chapter 119, Florida Statutes).

- D. All rights, obligations, responsibilities, limitations, and other understandings with respect to the disclosure and use of all Data shared pursuant to this MOU shall survive any termination.

5. Termination

- A. This MOU may be terminated mutually by a written agreement signed by the Parties, or unilaterally by either Party, for any reason, provided the terminating Party serves the other Party with a written notice of an intention to terminate the MOU in no less than thirty (30) days from the date such notice is sent.
- B. If changes in governing state or federal laws or regulations render performance by a Party or any provision of this MOU illegal, impracticable, or impossible, said Party's obligations for performance, or said provision of this MOU, shall immediately terminate.
- C. Upon termination of this MOU, all FDLE-supplied Data must be deleted and/or returned to FDLE.

6. Liability and Defense of Legal Actions

- A. Subject to applicable law, PCSO shall defend any lawsuit filed against PCSO which arises out of services performed by PCSO under this MOU. PCSO's procedures shall be followed in handling such suits.

- B. FDLE shall defend any lawsuit filed against FDLE which arises out of services performed by FDLE under this MOU. FDLE's procedures shall be followed in handling such suits.
- C. The parties acknowledge responsibility for the negligent or wrongful acts or omissions of their respective officers and employees, but only to the extent they would be liable under the laws of the jurisdiction(s) to which they are subject.
- D. This MOU shall not be construed as a waiver of sovereign immunity by PCSO, Pinellas County, FDLE, or the State of Florida, and each fully retains all immunities and defenses provided by law with respect to any action based on or arising from this MOU or participation in the Partnership Project.

7. General Provisions

- A. Amendments. Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument and shall be effective when executed and signed by all parties to this MOU.
- B. However, the parties may, without the need of formal MOU modification, cooperatively address and resolve administrative, technical, and operational details relating to this MOU, provided that any such resolution: does not conflict with the spirit, intent, or provisions of this MOU; could not reasonably be viewed as

particularly sensitive, controversial, or objectionable by one or more parties; and is sufficiently memorialized to meet the business purposes of the Partnership Project.

C. Entirety of Agreement. This MOU, consisting of eight pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

D. Costs. Unless otherwise agreed in this MOU or amendments thereto, each party shall bear its own costs in relation to the MOU.

8. Corrective Action. Each party to this MOU agrees to take appropriate corrective administrative and/or disciplinary action against any of its personnel who misuse the FR-Net system as if it were an abuse of that party's own sensitive information systems of records.

Project Contacts

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In the event that different representations or addresses are designated by either party after execution of this MOU, notice of the name, title, and address of the new representative may be rendered by email or other such informal notification. No formal amendment to this MOU is required for such purpose.

Approval

In witness whereof, the parties to this MOU, through their duly authorized representatives, have signed this MOU on the dates set out below, thereby certifying that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

FDLE

Gerald M. Bailey
Commissioner

BY  _____

Date 6/13/13

SHERIFF

Bob Gualtieri
Pinellas County Sheriff

BY  _____

Date 7-1-13